

UNITED STATES DISTRICT COURT
DISTRICT OF MINNESOTA

Gelco Corporation, a Delaware
corporation,

Case No. 16-cv-2984 (PAM/KMM)

Plaintiff,

v.

ORDER

Knight Oil Tools, LLC, a Louisiana
limited liability company,

Defendant.

This matter is before the Court on Plaintiff's Motion for recovery of possession after notice and hearing under Minn. Stat. § 565.23. The Court held a hearing on the Motion on November 9, 2016. Joseph W. Lawver, Esq., appeared for Plaintiff. There was no appearance for Defendant.

Based on the files, records, and proceedings herein, **IT IS HEREBY ORDERED that:**

1. Plaintiff's Motion (Docket No. 7) is **GRANTED**.
2. Defendant, Knight Oil Tools, LLC shall deliver to Plaintiff Gelco Corporation, the vehicles described in the Exhibit to the Affidavit of Keith Bergquist (Docket No. 10-1) within fifteen (15) days of the date of this Order (the "Property"). The Property shall be delivered to any one of a list of locations to which the parties shall agree. Plaintiff is authorized to sell the Property at public or private sale. Any sale proceeds in excess of the amount owed to Plaintiff shall be distributed to Defendant.

3. If Knight Oil Tools, LLC fails to deliver the Property to Plaintiff within the time allotted, the United States Marshal, or other law enforcement authority in the jurisdictions where said Property are located, shall take immediate possession of the Property to be delivered to Plaintiff and sold at public or private sale.

4. During the time that Knight Oil Tools, LLC has possession of the Property, it shall continue to provide appropriate comprehensive and liability insurance for all of the vehicles listed in the Exhibit, in such form and in such amount as are currently in place, consistent with the terms of the lease agreement.

5. Knight Oil Tools, LLC and its officers, agents, servants, employees, and attorneys and all those persons in active concert or participation with them who receive actual notice of this order by personal service or otherwise, shall not damage, conceal, waste, sell, rent, dismantle or otherwise alter the condition of the Property listed in the Exhibit and Knight Oil Tools, LLC is enjoined and restrained from loading property of third parties into said Property.

6. Pursuant to Minn. Stat. § 565.23, Plaintiff shall post a bond in the amount of \$6,976,350 within 10 days of the date of this Order to secure the relief granted.

7. If any of the vehicles are concealed in a building or elsewhere, and public demand made by the U.S. Marshal is refused or there is no response, the U.S. Marshal shall cause the building to be broken open and shall take the Property therefrom.

8. If Knight Oil Tools, LLC fails to deliver the Property as set forth above, it shall personally appear before this Court on Friday, December 2, 2016, at 10:00 a.m., in Courtroom 7D of the Warren E. Burger Federal Building, 316 N. Robert Street, St. Paul, Minnesota, to show cause why an Order shall not be entered finding it in contempt for failure to deliver the Property.

Dated: November 9, 2016

s/ Paul A. Magnuson

Paul A. Magnuson
United States District Court Judge